

(Precede with Divider #6)

6. EXPERT WITNESSES: (No expert shall be permitted to testify at trial unless identified below by name and address and unless the expert's curriculum vitae and report are attached hereto. An expert's qualifications may not be questioned unless the basis therefor is set forth herein.)\*
- A. Plaintiff: None
  - B. Defendant's objections to plaintiff's expert qualifications:
  - C. Defendant: None
  - D. Plaintiff's objections to defendant's expert qualifications:

\* If the parties stipulate to an expert's qualifications there is no need to attach a curriculum vitae. In any event, however, the expert's report must be attached.



(Precede with Divider # 7)

7. DEPOSITION: Not later than thirty (30), any party seeking to offer evidence by deposition shall so advise the opposing parties. Within 14 days thereof, all parties are directed to prepare a joint agreed statement, in narrative form, of the testimony which would be given by the deponent if called under oath. No colloquy between counsel shall be included. The agreed statement is not a concession of the factual accuracy of the deponent's testimony. Absent prior leave of Court, no deposition testimony may be offered except as provided herein.

Within 14 days of the first date above, the parties shall simultaneously exchange and submit to the Court any objections to the deposition testimony proposed above. The objections shall note, separately as to each such challenged portion of the deposition, applicable cases or rules which underlie the objection. If a party fails to comply with this paragraph, the challenged deposition testimony shall be deemed admitted.



(Precede With Divider #8)

6. EXHIBITS: (Except for exhibits the need for which could not reasonably have been foreseen or which are used solely for impeachment purposes, only the exhibits set forth on the exhibit list attached hereto may be introduced at trial. Objections to authenticity are deemed waived unless such objections are set forth).\*

A. Plaintiff: SEE ATTACHED EXHIBITS OF PLAINTIFFS

B. Defendant's objections to authenticity: *None but below*

Defendants object to the following proposed Defendants Exhibits:

1. No. 11 based on an incomplete description of the exhibit
2. No. 81 as it is unknown who wrote the letter to Wasserman.
3. No. 92 based on an incomplete description of the exhibit

C. Defendant: SEE ATTACHED EXHIBIT OF DEFENDANTS

D. Plaintiff's objections to authenticity: *None*

\* The exhibit lists should follow this page.

**PLAINTIFFS' EXHIBITS**

<b>No.</b>	<b>Bates No.</b>	<b>Document</b>	<b>Date</b>
1.	D 00002	Litetronics Organizational Biography	
2.	D 00004	Durolite International organizational chart	
3.	D 00889	Durolite International organizational chart	
4.	D 00933-00943	UCC-1 Forms for Duro-Test Corporation	
5.	D 01313-01318	Draft of Duro-Test Liabilities	
6.	D 01658-01659	GE Proposal Summary	
7.	D 01703	Organizational chart of Durolite International, Inc.	
8.	D 01709-01710	Congress Financial Corporation Term Sheet for Duro-Test Corporation	
9.	D 00889-90	Organizational Chart of DuroLite and Shareholders of Record	
10.	D 00283-00310	Durolite International, Inc. Investor Shareholders' Agreement	10/30/95
11.	D 00092-00094	Summary of Meeting of	11/27/95
12.	D 00165-00178	Fax from LiteTronics (Boyd Corbett) to Sorensen re: Distribution Sales Plans	12/12/95
13.	D 00179-00181	Agenda for Litetronics International Alsip, IL meeting of 12/15/95	12/13/95
14.	D 00182-00183	Litetronics/Duro-Test Meeting Summary of	12/15/95
15.	D 01941-01942	Fax memorandum from Duro-Test (Ken Budesca) to Schaechter re: insurance information requests	1/5/96
16.	D 01943	Fax memorandum from Budesca to Schaechter re: insurance	3/18/96
17.	D 01961-01978	Memo from Duro-Test (Richard G. Young, Jr.) to Schaechter re: obsolete Duro-Test products	4/4/96
18.	D 01212-01213	Letter from LaSalle Capital Group, Inc. (Anthony R. Pesavento) to Fleet Capital (David M. Fiorito) re: ATNW covenant in loan agreement	5/2/96
19.	D 01997-02000	Fax from Duro-Test (L.L. Purzycki) to Litetronics (Lisa Borelli) re: Halogen Pars	5/16/96
20.	D 01979-01982	Fax from Schaechter to Duro-Test (Giles Hazel) re: price list	10/24/96
21.	D 01823	Fax from Schaechter to Duro-Test (Kersting) re: Duro-Test salespeople	10/29/96
22.	D 01822	Fax from Schaechter to Duro-Test (Edgar Quiling) re: delay of shipments	11/5/96
23.	D 01826	Fax from Schaechter to Duro-Test (Jorge Rohr) re: upset customers	11/8/96

24.	D 01820-01821	Fax from Duro-Test (Kert Kersting) to Schacchter re: sale of 20,000 hour incandescent line	11/11/96
25.	D 01824	Fax from Schacchter to Duro-Test (Larry Sheinberg) re: potential customer from Sweden	11/14/96
26.	D 01829	Fax from Schacchter to Duro-Test (John Andreacci) re: unpaid invoices	11/21/96
27.	D 01214-01217	Memo from Sorensen to Fleet Bank (Mike Scolaro) re: Durolite International 10/24/97 meeting agenda	10/20/97
28.	D 01193-01198	Memo from Sorensen to Fleet Bank (Mike Scolaro) re: Durolite International 10/24/97 meeting agenda	10/23/97
29.	D 02041-02046	Fleet Capital Visit Agenda	7/10/98
30.	D 00780-00792	Durolite International, Inc. presentation Prepared for Fleet Bank	11/23/98
31.	D 00724-00736	KPMG Duro-Test Corporation 401(K) Plan Financial Statements and Supplemental Schedule December 31, 1998 and 1997	12/31/98
32.	D 00005-00007	Horizon Blue Cross/Blue Shield of NJ POS Benefits for Duro-Test Corp. updated	4/1/99
33.	D 00038-00088	Draft DuroLite International, Inc. Information Memorandum by BTAlex.Brown dated	4/99
34.	D 00462-00570	DuroLite International Information Memorandum of BTAlex.Brown for	4/99
35.	D 00872-00879	Waiver and Amendment No. 7 to Loan and Security Agreement	4/13/99
36.	D 01036-01058	Waiver and Amendment No. 7 to Loan and Security Agreement	4/13/99
37.	D 00737-00779	DuroLite International Investor Presentation May 1999	5/99
38.	F 003051-3054	Letter agreement among Baker, Fentress & Company, Durolite International, Inc. and Fleet Capital Corporation	6/23/99
39.	D 01706-01707	News release re: Duro-Test Names Richard Crossland President and CEO	8/31/99
40.	D 01766-01776	Litetronics International, Inc. company profile, including top suppliers, banks, references, etc.	9/7/99
41.	D 41047-41069	Letter from Schwartz Cooper (Greenberger) to Paul, Hastings (Ippolito) re: GECC-Durolite Facility Legal Due Diligence Request	9/27/99
42.	D 00681-00722	DuroLite International Investor Presentation	10/99
43.	D 01218-01249	Fax from Paul, Hastings, Janofsky & Walker LP (Richard B. Furey) to DuroLite, Litetronics, et al. with attached draft Exhibits to the Credit	10/7/99

		Agreement	
44.	D 01662-01667	Letter to Sorensen from GE Lighting (Alessandra Pavolini) with attached Letter of Intent to acquire DuroLite	10/8/99
45.	D 01780-01783	Confidentiality Agreement between Sorensen (Duro-Test Corporation) and Lawson Products, Inc. (Robert Washlow)	10/13/99
46.	D 01669-01673	Letter agreement between GE Lighting and Durolite International re: acquisition of Duro-Test	10/26/99
47.	D 01089-01091	Letter of intent of Sorensen to purchase all outstanding shares of capital stock of Litetronics International, Inc. and Duro de Mexico	11/8/99
48.	D 01308-01312	Draft of Duro-Test Corporation Cash Projections/availability through January 21, 2000 by Lissner Associates, Ltd.	11/8/99
49.	D 01257-01281	Memo from Crossland to Sorensen et al re: Cash Flow	11/12/99
50.	D 01908-01910	Letter from Crossland to Sorensen et al re: immediate payment of Overadvance	11/15/99
51.	D 00333-00340	Letter from Crossland to Kovary with attached forecasts for P&L and balance sheets for Duro-Test and Aura	12/1/99
52.	D 01711-01715	Letter from Crossland to PPM Finance Inc., (John Brignola) with attached forecast for P&L and balance sheets for Duro-Test and Aura	12/2/99
53.	D 01279-01280	Letter proposal to Sorensen from Heico Acquisitions re: acquiring assets of Duro-Test International, Inc.	12/20/99
54.	D 01698-01699	Letter proposal to Sorensen from Heico Acquisitions re: acquiring assets of Duro-Test International, Inc.	12/20/99
55.	D 00323-00332	Draft cash flow projection of Duro-Test Corporation	12/29/99
56.	D 00319-00322	EBITDA Adjustments; letter from Richard Crossland to Heico Acquisitions (Damien Kovary) and Pettibone LLC (Chris Yunkum) with Balance Sheet for Duro-Test as of 9/99	1/5/00
57.	D 00891-00892	Richard J. Crossland Announcement	1/7/00
58.	D 00913-00932	Stock Purchase Agreement between World Lighting Investment Co. and Durolite International, Inc.	1/25/00
59.	D 00944-00954	Interim Services and License Agreement between Litetronics International, Inc., Durolite International, Inc., and Duro-Test Corporation	1/25/00
60.	D 00955-	Option Agreement between World Lighting	1/25/00



	00964	Investment Co., Durolite International, Inc, Duro-Test Corporation, and Duro-Test International	
61.	D 00965-00977	Litetronics International, Inc. Supply Agreement between Litetronics International, Inc., Duro-test Corporation, Duro de Mexico, S.A. de C.V., and Duro-Test Canada, Inc.	1/25/00
62.	D 00978-00990	Duro-Test Corporation Supply Agreement between Duro-Test Corporation, Duro de Mexico, S.A. de C.V., and Litetronics International, Inc.	1/25/00
63.	D 00991-01019	Forbearance Agreement between Durolite International, Inc., Litetronics International, Inc., Litetronics Technologies, Inc., Litetronics Discharge, Inc., Litetronics Components, Inc., Duro-Test Corporation, Duro-Test Canada, Duro-Test International Corporation, Durolite, Duro-Test Japan, Inc., Duro de Mexico, S.A. de C.V., Litetronics FSC, Inc. and Duro Canada and Fleet Capital Corporation	1/25/00
64.	D 01892-01906	Pledge Agreement between Durolite International, Inc. in favor of Sorensen as agent for Fleet Capital Corporation	1/25/00
65.	D 01836-01851	Handwritten notes and letter from Crossland to Yunkun re: visit to Mexican division	1/31/00
66.	D 01796	Letter from Crossland to Pettibone LLC (Kevin Shudy) enclosing items from due diligence request	2/11/00
67.	D 01799-01804	Fax to Sorensen from Peggy Lupi with attached letter to Dennis Rebman of 9/23/99 and list of equipment and parts sent to Duro de Mexico with values	2/14/00
68.	D 01065-01072	Letter from Sorensen giving immediate notice of resignation as director and officer of all Duro companies	2/21/00
69.	D 01907	Letter from Sorensen to Rebman confirming Fleet Capital will pay outstanding obligations for Duro-Test	2/21/00
70.	D 01096-01099	Fax from Sorensen to Fleet Capital (Dennis Rebman) with attached agreement between Fleet and DuroLite International, Inc. re: certain debts of Duro-Test Corporation	3/2/00
71.	F 018228-18329	Fax from U.S. Dept. of Labor (Sutherland) to Drew Cardonick, Esq. with attached summaries of unpaid wages	3/16/00
72.	D 01917-01920	Letter agreement between Fleet Capital Corporation and DuroLite International regarding debts of Duro-Test	3/23/00
73.	F 018428-	Fax from Sutherland to Cardonick with attached	3/28/00

	18458	summary of unpaid wages of Duro-Test employees	
74.	D 40945-40981	Duro-Test Corporation Employees Pension Trust	3/31/00
75.	D 00161-00164	Letter from Sorensen to Fleet Capital (Frank Melazzo) with attached Order Assessing Personal Liability from Minnesota Department of Revenue	4/5/00
76.	D 01301-01304	Fax from Morton to Sorensen et al. with attached letter of intent for purchase capital stock of Duro Mexico and Duro-Test International	4/27/00
77.	D 01913-01920	Letter from Jacobi to Solow and Cardonick re: procedure for Fleet to pay expenses in 3/23/00 letter agreement	4/27/00
78.	F 018832	Memo from Wasserman to Schartzkopf, et al. re: memos about sales reps owed by Durotest	5/3/00
79.	D 00159-00160	Term letter from Morton to Wasserman with cc. to Robert Sorensen re: Duro de Mexico, S.A. de C.V.	5/5/00
80.	D 01298-01300	Fax from Greenberg Traurig (Paul K. Morton) to Sorensen et al. with attached revised proposal for purchase of capital stock of Duro Mexico by Energy & Lighting Investments, Inc.	5/8/00
81.	F 019164-19205	Letter from former Duro Test International to Wasserman re: monies owed	5/12/00
82.	D 01281	Letter from Sorensen to Wasserman, Jurista & Stoltz (Robert B. Wasserman) with enclosed revised offer for Duro de Mexico and other Durotest assets	5/15/00
83.	D 01285-01297	Fax from Sorensen to Curt Kesselring with attached letter agreement for revised terms of proposed purchase of all capital stock of Duro Mexico by Energy & Lighting Investments, Inc.	5/15/00
84.	F 01888-18891	Letter from Jacobi to Solow re: Fleet payment of invoice for insurance	5/15/00
85.	F 018953-18955	Letter from Wasserman to Cardonick re: Sorensen's liquidation analysis	5/18/00
86.	D 01282-01284	Fax from Sorensen to A. Jamie Schupp with attached resignations of director and officer of DuroLite Europe Holdings, Inc. of Sorensen and Schaechter	6/2/00
87.	D 02031-02036	Letter from Missner to Goldberg Kohn (Alan Solow) re: Sorensen signing blank checks on Puerto Rican account	7/11/00
88.	F 019479-19496	Fax from Bill Speed to Dan Yablonski with attached schedule of amounts owed to employees	8/23/00
89.	F 019606-19607	Letter from Lowenstein Sandler (Rosen) to Wasserman re: Hearing of Sale of Assets	9/11/00
90.	F 015826-	Interoffice memorandum from RBW to DJY with	9/18/00

	015843	attached schedule of wage claims	
91.	D 00853	Letter from Piper Marbury Rudnick & Wolfe (David N. Missner) to Goldberg Kohn (Alan Solow) re: payment of secured debt	1/24/01
92.	D 00813-00828	Duro-Test Loan Balances as of	2/27/01
93.	D 00009-00037	Fax from Pagano to Moshang with attached Duro Test Rejected Claims for 2/23/00-4/30/00	10/24/02

94. Summary doc. of  
 plaintiffs' damages  
 to be produced to  
 Defendants w/in 30 days  
 of 2/21/06. Defendants  
 may object to authenticity  
 at that time. M. W. G.

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

LAWRENCE SHEINBERG and GILES HAZEL, )  
on behalf of themselves and others similarly )  
situated, )

Plaintiffs, )

v. )

ROBERT SORENSEN, DUROLITE INTN'L, )  
and LITETRONICS INTERNATIONAL, INC. )

Defendants. )  
)

) Action No. CIV 00-6041 CKSH

) Hon. Jose L. Linares, U.S.D.J.

) Hon. Ronald J. Hedges, U.S.M.J.

**Defendants' Exhibit List**

Defendants submit the following list of Exhibits that they may introduce at trial.

1. Loan and Security Agreement by and between Durolite International, Inc., Litetronics International, Inc., Litetronics Technologies, Inc., Litetronics Discharge, Inc., Litetronics Components, Inc., Duro-Test Corporation, Duro-Test Canada, Inc., Duro-Test International Corporation and Shawmut Capital Corporation, dated October 31, 1995
2. Agreement between Shawmut Capital (subsequently known as Fleet Financial) and Duro-Test Corporation arranging for the "lock box" to receive all checks, drafts, notes and other negotiable instruments received and processed through CashFlex LP and requiring deposit into Account No. 3027552417 dated October 31, 1995

3. Directors resolution approving Crossland to negotiate and conclude the sale of Litetronics dated January 17, 2000
4. Interim Services and License Agreement between Litetronics International, Inc., Durolite International, Inc., and Duro-Test Corporation dated January 25, 2000
5. Stock Purchase Agreement between World Lighting Investment Co., and Durolite International, Inc., dated January 25, 2000.
6. Overadvance Agreement and Amendment No. 8 between Fleet Capital Durolite International, Inc., Litetronics International, Inc., Litetronics Technologies, Inc., Litetronics Discharge, Inc., Litetronics Components, Inc., Duro-Test Corporation, Duro-Test Canada, Inc., Duro-Test International Corporation dated June 23, 1999
7. Subordinated, Last-Out Participation Agreement between Fleet Capital and various Participants, including Robert C. Sorensen dated June 23, 1999
8. Announcement of Appointment of Richard Crossland as CEO of Duro-Test
9. Supply Agreement between Litetronics International, Inc., and Duro-Test Corporation and other Duro-Test entities dated January 25, 2000 bates range D00965-977
10. Administrative Services Agreement for Duro-Test Corporation entered into with Blue Cross and Blue Shield of New Jersey, Inc., dated October 18, 1994
11. Past Due Notice from Horizon Blue Cross and Blue Shield to Mr. Louis Szuchs dated February 23, 2000
12. Notice of Termination of Horizon Blue Cross and Blue Shield Coverage to Duro-Test employee customers advising of options dated March 8, 2000

13. Letter from Alessandra Pavolini of GE Lighting to Robert Sorensen, Chairman and CEO of Durolite International, Inc., regarding GE Lighting's letter of intent to purchase assets of Duro-Test dated October 8, 1999
14. Letter of Intent from Mike S. Zafirovski of GE Lighting to Robert Sorensen, Chairman and CEO of Durolite International, Inc., regarding GE Lighting's terms, conditions and due diligence for the purchase assets of Duro-Test dated October 8, 1999
15. Letter from Robert C. Sorensen to Robert Washlow regarding the solicitation of a transaction with Lawson Products, Inc., to purchase Duro-Test dated October 13, 1999.
16. Letter from Robert C. Sorensen to Mike S. Zafirovski regarding the confirmation of the letter of understanding between Durolite International/Duro-Test for the sale of Duro-Test assets to GE Lighting dated October 26, 1999
17. Letter of Intent from Robert C. Sorensen to the Durolite International Board of Directors regarding a proposed purchase of all of the stock of Litetronics International, Inc., and Duro de Mexico by Sorensen dated November 8, 1999
18. Memo from Richard J. Crossland to Messrs. Sorensen, Meyer, Pesavento, Smith, Stack and Steck regarding the reduction of cash availability by Fleet in the amount of \$250,000.00 and his comments of the effect of such on Duro-Tests cash position dated November 12, 1999
19. Letter from Richard J. Crossland to Robert C. Sorensen regarding a letter that Duro-Test received from Fleet demanding immediate repayment of an overdadvance of funds and imposition of a default rate dated November 15, 1999

20. Letter from Fleet Capital to Robert C. Sorensen at Durolite International, Inc., regarding the over advance and imposition of default rate dated November 15, 1999
21. Memo and list of obsolete inventory sent from Richard G. Young at Duro-Test to Michael Schaechter at Litetronics International dated April 4, 1996
22. Letter from Richard Crossland to Fleet Capital Corporation advising that he was turning over all assets of Duro-Test to Fleet as the Company's secured lender, dated March 7, 2000
23. Letter from Fleet Capital to Durolite International, Inc., regarding Duro-Test's intended bankruptcy filing and Fleet Capital's commitment to fund certain Duro-Test expenses, dated March 23, 2000
24. Letter from Robert C. Sorensen to Board of Directors of DuroLite Europe Holdings, Inc., giving notice of resignation as director and officer (in all capacities), dated February 21, 2000
25. Letter from Robert C. Sorensen to Board of Directors of Duro-Test Corporation, Duro-Test Canada, Inc., Duro-Test International Corporation, Duro-Test Japan, Inc., and Duro de Mexico, S.A. de C.V., giving notice of resignation as director and officer (in all capacities), dated February 21, 2000
26. Letter from Robert C. Sorensen to Board of Directors of DuroLite International, Inc., giving notice of resignation as director and officer (in all capacities), dated February 21, 2000

27. Hard copy of email sent from Richard J. Crossland to Louis Mattina regarding the timeliness of applications of customer payments and credits in accounts receivable, dated January 25, 2000.
28. Hard copy email sent from Louis Mattina to Richard Crossland replying to Crossland's email regarding the timeliness of applications of customer payments and credits in accounts receivable, dated January 25, 2000
29. Letter from Robert B. Wasserman to Former Employees of DuroTest regarding proposed payment of claims for unpaid DuroTest employee claims dated September 28, 2000
30. Letter from Daniel Yablonsky of Wasserman, Jurista & Stolz to the Clerk of the United States Bankruptcy Court regarding Motion, Application and Proposed Order for Fixing and Allowing Priority Wage Claims dated September 27, 2000
31. Hard copy of email from Dennis Rebman to Philip Strauss, Alan Meier, Frank Melazzo, James Ridley, Jared Jackson, Deborah Evers, Michael Dianich and Robert Maroney regarding Duro-Test collateral and cash position dated February 10, 2000
32. Notes entry of Dennis Rebmann regarding Fleet not funding any further monies to Duro-Test except for liquidation dated February 16, 2000
33. Notes entry of Dennis Rebmann on various dates regarding attempts to sell Duro-Test produced in deposition of Rebmann
34. Letter from Robert C. Sorensen to Dennis Rebmann of Fleet Capital memorializing Fleet Capital's funding of Duro-Test obligations dated February 21, 2000



35. Hard copy text of voice mail announcement of Richard J. Crossland to Duro-Test employees regarding possible sale of Duro-Test dated January 7, 2000
36. Letter from Richard J. Crossland to Dennis Rebmann of Fleet Capital confirming Fleets agreements to meet certain Duro-Test obligations including payroll and insurance March 11, 2000
37. Various Duro-Lite Board of Directors Minutes, bates range D40515-604, covering meetings on various dates
38. Various Litetronics International, Inc., Board of Directors Minutes, bates range D40506-07 and D40495-505 covering various dates
39. Litetronics International Organizational Chart of Management bates no. SOR00001
40. Minutes of Litetronics / Duro-Test Meeting summary dated December 15, 1995 including notes of meeting dated November 27, 1995 bates range SOR00110-115
41. Agreement and Plan of Merger by and among Duro-Test Corporation and Certain of the Shareholders of Duro-Test Corporation and DuroLite International, Inc. and DuroLite Merger Sub II, Inc., dated October 31, 1995 bates range SOR00154-243
42. Litetronics International, Inc., and Subsidiaries Consolidated Financial Statement dated October 31, 1994 and 1993 bates range SOR00244-259
43. Hard copy of press release naming Richard J. Crossland as CEO of Duro-Test dated August 31, 1999
44. Litetronics International, Inc., Organizational Biography bates no. D00002
45. Durolite International, Inc., Organizational Chart bates no. D00004
46. Durolite International, Inc., Organizational Chart bates no. D00889

47. Draft of Duro-Test Liabilities bates range D00933-943
48. Summary of GE Lighting proposal to purchase Duro-Test assets bates range  
D01658-59
49. Congress Financial Term Sheet for Duro-Test refinancing dated January 28, 2000  
bates range D01709-10
50. Durolite International, Inc., Organizational Chart post Duro-Test bankruptcy  
filing and Shareholders of Record bates range D00889-90
51. Durolite International, Inc., Investor Shareholder's Agreement dated October 30,  
1995 bates range D00283-310
52. Memo from Robert C. Sorensen to Mike Scalero at Fleet Financial regarding  
financing matters dated October 23, 1997 bates range D01214-17
53. Memo from Robert C. Sorensen to Mike Scalero at Fleet Financial regarding bank  
financing and 1998 budgets dated October 23, 1997 bates range D01193-98
54. Durolite International, Inc., Information Memorandum of DT Alex Brown dated  
April of 1999 bates range D00462-570
55. Waiver and Amendment No. 7 to Loan and Security Agreement 4/13/99
56. Durolite International Investor Presentation May of 1999 bates range D00737-779
57. Baker Fentress letter to Fleet Capital regarding agreements related to overadvance  
dated June 23, 2000 bates range F003051-54
58. Draft financing documents in connection with GE Capital proposed financing of  
Duro-Test
59. Forbearance Agreement between Durolite International, Duro-Test Corporation,  
Litetronics International, Inc., and various Duro-Test entities as parties to the

Fleet Financing Agreement and Fleet Financial dated January 25, 2000 bates range D00991-1019

60. Letter from Richard J. Crossland to Pettibone LLC enclosing items responsive to due diligence requests for possible acquisition of Duro-Test dated February 11, 2000 bates no. D01796
61. Letter from Sorensen to Rebmann confirming Fleet Capital's payment of outstanding obligations of Duro-Test dated February 21, 2000 bates no. D01907
62. Fax from Sorensen to Dennis Rebmann with attached agreement between Durolite International, Inc., and Fleet regarding handling of certain debts of Duro-Test Corporation dated March 2, 2000 bates range D01096-99
63. Letter from Paula Jacobi to Alan Solow and Drew Cardonick re: procedures to Fleet to pay expenses related in Fleet Capital's letter of March 23, 2000 dated March 28, 2000 bates range D01913-20
64. Letter from Jacobi to Alan Solow regarding Fleet Financial regarding payment of insurance invoice dated May 15, 2000 bates range D01888-891
65. Memorandum from Robert C. Sorensen to Duro-Test Employees regarding merger of Litetronics International and Duro-Test into Durolite International, Inc. dated November 3, 1995.



(Precede with Divider # 9)

7. SINGLE LIST OF LEGAL ISSUES: (All issues shall be set forth below. The parties need not agree on any issue. Any issue not listed shall be deemed waived.)

Plaintiffs' Legal Issues

1. Whether the Sorensen exercised control over the Plan assets in order to render him a "fiduciary" for purposes of imposing ERISA liability;
2. Whether Duro-Test and Litetronics were a "single employer" for purposes of imposing ERISA liability;
3. Whether the Plan assets were or were not placed in the Fleet lockbox and whether those Assets were co-mingled with accounts receivable.
4. Whether Defendants were a "single employer" for purposes of imposing FLSA liability;
5. Whether the activities of Durotest and Litetronics were controlled by the Board of Directors of Durolite, the Chairman of which was Sorensen;
6. Whether Sorensen was actively engaged in the management of Duro-Test despite the fact that Crossland had become the CEO;
7. Whether Defendants were responsible for making the banking arrangements;
8. Whether the corporation functioned primarily for Sorensen's profit
9. Whether Defendants had supervisory authority over Plaintiffs.
10. Whether Defendants are "single employers" for purposes of imposing WARN Act liability;
11. Whether Defendants are entitled to the "unforeseeable business circumstances" or the "faltering company" affirmative defenses.
12. Whether Defendants converted the payroll deduction of the Duro-Test employees designated for health insurance benefits for the benefit of the general creditors of Duro-Test.

13. Whether Sorensen was an "officer" of Duro-Test at the time of the plant closing for imposition of liability pursuant to the New Jersey Wage Payment Statute.

A. Defendants' List of Legal Issues

**Defendants Object to the Above Legal Issues in that they state facts except for Nos. 1,2,4,10 and 11 and therefore submit the following, in lieu thereof:**

- a) Whether Sorensen was a fiduciary of the Duro-Test Health Care Plan as defined under 29 U.S.C. § 1002(21)(A)(iii).
- b) Whether Litetronics is an "employer" under FLSA, 29 U.S.C. § 203(d) in relationship to the plaintiff class.\*
- c) Whether Sorensen is an "employer" under FLSA 29 U.S.C. § 203(d) in relationship to the plaintiff class.
- d) Whether Sorensen exercised operational control over Duro-Test employees and was personally responsible for the decision to not pay Duro-Test employees.
- e) Whether Litetronics had any duty to provide notice under the WARN Act pursuant to 29 U.S.C. § 2102(a).
- f) Whether Sorensen had any duty to provide notice under the WARN Act pursuant to 29 U.S.C. § 2102(a).

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\* Same legal issue exists as to claims asserted under New Jersey State law

- g) Whether Defendants are entitled to affirmative defenses precluding liability for any alleged WARN Act violation under the exceptions of “unforeseeable business circumstances” 29 U.S.C. § 2102(b)(2)(A); and the “faltering business” exception 29 U.S.C. § 2102(b)(1)
- h) Whether Sorensen or Litetronics wrongfully exercised dominion and control over another’s property.





(Precede with Divider # 10)

8. CONCLUSION

- A. MISCELLANEOUS: (Set forth any matters which require action or should be brought to the attention of the Court.)
- B. TRIAL COUNSEL: (List the names of trial counsel for all parties.)

Plaintiffs:

Robert B. Bodzin, Esquire

Mary J. Walk, Esquire

Defendants:

Gerald Krovatin

Kevin R. Krantz, pro hac vice

C. JURY TRIALS:

Not later than ~~twenty~~ <sup>30</sup> (20) days prior to trial:

1. Each party shall submit to the District Judge and to opposing counsel a trial brief in accordance with Local Civil Rule 7.2 (b) (SEE ATTACHED "RIDER ON LENGTH OF BRIEFS") with citations to authorities cited and arguments in support of its position on all disputed issues of law. THE BRIEF SHALL ALSO ADDRESS ANY ANTICIPATED EVIDENCE DISPUTE. In the event a brief is not submitted, the delinquent party's pleading may be stricken.
2. Any hypothetical questions to be put to an expert witness on direct examination shall be submitted to the District Judge and to opposing counsel.
3. Each party shall submit to the District Judge and to opposing counsel proposed voir dire.
4. Plaintiff shall submit to opposing counsel, in writing, proposed jury instructions. Each instruction shall be on a separate sheet of legal sized

paper and shall be numbered in sequence. Each instruction shall include citations to authorities, if any.

Within 7 days of the above, opposing counsel shall, on the face of the instructions submitted by plaintiff, set forth any objections to the proposed jury instructions and/or proposed counter-instructions.

D. NON-JURY TRIALS:

Not later than \_\_\_\_\_

1. Each party shall submit to the Direct Judge and to opposing counsel a trial brief in accordance with Local Civil Rule 7.2(b). (SEE ATTACHED "RIDER ON LENGTH OF BRIEFS") with citations to authorities cited and arguments in support of its position on all disputed issues of law. THE BRIEF SHALL ALSO ADDRESS ANY ANTICIPATED EVIDENCE DISPUTE. In the event a brief is not submitted, the delinquent party's pleading may be stricken.
2. Any hypothetical questions to be put to an expert witness on direct examination shall be submitted to the District Judge and the opposing counsel.
3. Proposed Findings of Fact and Conclusions of Law shall be submitted to the District Judge and to opposing counsel after the close of evidence. These shall include annotations to trial transcripts and exhibits.

E. BIFURCATION: (When appropriate, liability issues shall be severed and tried to verdict. Thereafter, damage issues will be tried to the same jury.)

F. ESTIMATED LENGTH OF TRIAL:

Four (4) to six (6) days for liability and

One (1) days for damages.

G. TRIAL DATE: \_\_\_\_\_

One (1) days for damages.

G. TRIAL DATE: ~~7/26/06~~

6/26/06

AMENDMENTS TO THIS FINAL PRETRIAL ORDER SHALL NOT BE PERMITTED UNLESS THE COURT DETERMINES THAT MANIFEST INJUSTICE WOULD RESULT IF THE AMENDMENT IS DISALLOWED. THE COURT MAY FROM TIME TO TIME SCHEDULE CONFERENCE AS MAY BE REQUIRED EITHER ON ITS OWN MOTION OR AT THE REQUEST OF COUNSEL.

(Attorney for Plaintiff)

Gerald Krovatin

Gerald Krovatin  
(Attorney for Defendants)

Kerry C. Kranz (Attorney for Defendants)

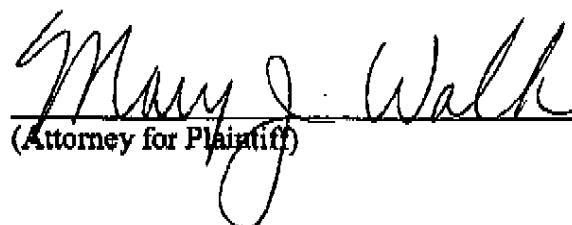
Ronald J. Hedges

United States Magistrate Judge

One (1) days for damages.

G. TRIAL DATE: \_\_\_\_\_

AMENDMENTS TO THIS FINAL PRETRIAL ORDER SHALL NOT BE PERMITTED UNLESS THE COURT DETERMINES THAT MANIFEST INJUSTICE WOULD RESULT IF THE AMENDMENT IS DISALLOWED. THE COURT MAY FROM TIME TO TIME SCHEDULE CONFERENCE AS MAY BE REQUIRED EITHER ON ITS OWN MOTION OR AT THE REQUEST OF COUNSEL.

  
(Attorney for Plaintiff)

\_\_\_\_\_  
Kevin R. Krantz (Attorney for Defendants)

\_\_\_\_\_  
Ronald J. Hedges  
United States Magistrate Judge

#### RIDER ON LENGTH OF BRIEFS

The attention of the parties is directed to Local Civil Rule 7.2. Briefs shall not exceed 40 ordinary typed or printed pages \*\*\*\* (emphasis added). This page limitation shall be strictly enforced.

When submitting a brief in accordance with this rule a party may request special permission to submit an additional brief on any point or points deemed to need additional pages of argument. This request must be made by letter not to exceed two ordinary typed or printed pages and must be submitted with the brief.

The Court shall, in its sole discretion, decide whether to allow additional briefing on review of the party's brief and letter.

The Court also reserves the right, in its sole discretion to require additional briefing on any point or points after review of the written submissions of the parties or oral argument.

